

EXHIBIT A

**UNITED STATES DISTRICT COURT
SOUTHER DISTRICT OF NEW YORK**

JUAN POLANCO, on behalf of himself and all
others similarly situated,

Plaintiffs,

-against-

VICTORY AUTO GROUP LLC; SPARTAN
AUTO GROUP LLC; VICTORY MOTORS
LLC; PHILIP ARGYOPOULOS, individually;
DIANE ARGYOPOLOUS, individually; and
SCOTT BONFORTI, individually,

Defendants.

Index No.: **23-CV-10900**

**OFFER OF JUDGMENT
PURSUANT TO
FED.R.CIV.P. 68**

-----X
To: David Sack
Fitapelli & Schaffer
28 Liberty Street 30th Floor
New York, NY 10005
Telephone: (212)-300-0714

Pursuant to Rule 68 of the Federal Rules of Civil Procedure, Defendants Victory Auto Group LLC, Spartan Auto Group LLC, Victory Motors LLC, Philip Argyopoulos, individually, Diane Argyopolous, individually, and Scott Bonforti, individually, (“Defendants”), hereby make this offer of judgment in favor of Juan Polanco (“Plaintiff”), and against Defendants in the above-captioned action in the total sum of Thirty Thousand One Hundred Ninety-One Dollars and Eighty-Four cents (\$30,191.84), payable as follows:

The total sum of Thirty Thousand One Hundred Ninety-One Dollars and Eighty-Four cents (\$30,191.84) is inclusive of reasonable attorney’s fees, costs, and expenses to date of this offer, in full and final settlement of all of Plaintiffs’ claims against Defendant arising out, alleged in, or related to, the facts and transactions alleged in the above-captioned action with Prejudice.

This judgment shall be in full satisfaction of all federal and state law claims or rights that

Plaintiff may have to damages, or any other form of relief, arising out of the alleged acts or omissions of Defendants either past or present, of the Defendants, or in connection with the facts and circumstances that are the subject of this action.

This Offer of Judgment is made for the purposes specified in Rule 68 of the Federal Rules of Civil Procedure and is not to be construed as an admission of liability by any of the Defendants, or any owner, employee, representative, or agent of any of the Defendant.

Acceptance of this Offer of Judgment will act to release and discharge Defendants, their respective successors, or assigns, in their respective capacity as such, from any and all claims that were or could have been alleged by Plaintiff in the above-referenced action. Acceptance of this Offer of Judgment also will operate to waive Plaintiffs' rights to any claim for interest on the amount of the judgment.

In order for Plaintiffs to accept this offer, Plaintiff must serve written notice of acceptance upon Defendants within fourteen (14) days after service of this Offer of Judgment. An Offer not accepted within the specified period for acceptance will be deemed withdrawn. Satisfaction of Judgment will be filed upon collection of payment of the judgment amount.

Date: February 28, 2024
New York, NY

STEPHEN D. HANS & ASSOCIATES, PC

By: 

Stephen D. Hans, Esq.
30-30 Northern Boulevard, Suite #401
Long Island City, NY 11101
Tel. No.: (718) 275.6700
Email: shans@hansassociates.com
Attorneys for Defendants

**UNITED STATES DISTRICT COURT
SOUTHER DISTRICT OF NEW YORK**

JUAN POLANCO, on behalf of himself and all
others similarly situated,

Plaintiffs,

-against-

VICTORY AUTO GROUP LLC; SPARTAN
AUTO GROUP LLC; VICTORY MOTORS
LLC; PHILIP ARGYOPOULOS, individually;
DIANE ARGYOPOLOUS, individually; and
SCOTT BONFORTI, individually,

Defendants.

Index No.: **23-CV-10900**

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To: David Sack
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New York, NY 10005
Telephone: (212)-300-0714

Pursuant to Rule 68 of the Federal Rules of Civil Procedure, Defendants Victory Auto Group LLC, Spartan Auto Group LLC, Victory Motors LLC, Philip Argyopoulos, individually, Diane Argyopolous, individually, and Scott Bonforti, individually, ("Defendants"), hereby make this offer of judgment in favor of Astariel Francis ("Plaintiff"), and against Defendants in the above-captioned action in the total sum of Seven Thousand Two Hundred Forty-Two Dollars and Eighteen cents (\$7,242.18), payable as follows:

The total sum of Seven Thousand Two Hundred Forty-Two Dollars and Eighteen cents (\$7,242.18) is inclusive of reasonable attorney's fees, costs, and expenses to date of this offer, in full and final settlement of all of Plaintiffs' claims against Defendant arising out, alleged in, or related to, the facts and transactions alleged in the above-captioned action with Prejudice.

This judgment shall be in full satisfaction of all federal and state law claims or rights that

Plaintiff may have to damages, or any other form of relief, arising out of the alleged acts or omissions of Defendants either past or present, of the Defendants, or in connection with the facts and circumstances that are the subject of this action.

This Offer of Judgment is made for the purposes specified in Rule 68 of the Federal Rules of Civil Procedure and is not to be construed as an admission of liability by any of the Defendants, or any owner, employee, representative, or agent of any of the Defendant.

Acceptance of this Offer of Judgment will act to release and discharge Defendants, their respective successors, or assigns, in their respective capacity as such, from any and all claims that were or could have been alleged by Plaintiff in the above-referenced action. Acceptance of this Offer of Judgment also will operate to waive Plaintiffs' rights to any claim for interest on the amount of the judgment.

In order for Plaintiffs to accept this offer, Plaintiff must serve written notice of acceptance upon Defendants within fourteen (14) days after service of this Offer of Judgment. An Offer not accepted within the specified period for acceptance will be deemed withdrawn. Satisfaction of Judgment will be filed upon collection of payment of the judgment amount.

Date: February 28, 2024
New York, NY

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By: 

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Tel. No.: (718) 275.6700
Email: shans@hansassociates.com
Attorneys for Defendants

**UNITED STATES DISTRICT COURT
SOUTHER DISTRICT OF NEW YORK**

JUAN POLANCO, on behalf of himself and all
others similarly situated,

Plaintiffs,

-against-

VICTORY AUTO GROUP LLC; SPARTAN
AUTO GROUP LLC; VICTORY MOTORS
LLC; PHILIP ARGYOPOULOS, individually;
DIANE ARGYOPOLOUS, individually; and
SCOTT BONFORTI, individually,

Defendants.

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Pursuant to Rule 68 of the Federal Rules of Civil Procedure, Defendants Victory Auto Group LLC, Spartan Auto Group LLC, Victory Motors LLC, Philip Argyopoulos, individually, Diane Argyopolous, individually, and Scott Bonforti, individually, (“Defendants”), hereby make this offer of judgment in favor of Caprice Logan (“Plaintiff”), and against Defendants in the above-captioned action in the total sum of Fourteen Thousand Thirty-Three Dollars and Seventy-Three cents (\$14,033.73), payable as follows:

The total sum of Fourteen Thousand Thirty-Three Dollars and Seventy-Three cents (\$14,033.73) is inclusive of reasonable attorney’s fees, costs, and expenses to date of this offer, in full and final settlement of all of Plaintiffs’ claims against Defendant arising out, alleged in, or related to, the facts and transactions alleged in the above-captioned action with Prejudice.

This judgment shall be in full satisfaction of all federal and state law claims or rights that

Plaintiff may have to damages, or any other form of relief, arising out of the alleged acts or omissions of Defendants either past or present, of the Defendants, or in connection with the facts and circumstances that are the subject of this action.

This Offer of Judgment is made for the purposes specified in Rule 68 of the Federal Rules of Civil Procedure and is not to be construed as an admission of liability by any of the Defendants, or any owner, employee, representative, or agent of any of the Defendant.

Acceptance of this Offer of Judgment will act to release and discharge Defendants, their respective successors, or assigns, in their respective capacity as such, from any and all claims that were or could have been alleged by Plaintiff in the above-referenced action. Acceptance of this Offer of Judgment also will operate to waive Plaintiffs' rights to any claim for interest on the amount of the judgment.

In order for Plaintiffs to accept this offer, Plaintiff must serve written notice of acceptance upon Defendants within fourteen (14) days after service of this Offer of Judgment. An Offer not accepted within the specified period for acceptance will be deemed withdrawn. Satisfaction of Judgment will be filed upon collection of payment of the judgment amount.

Date: February 28, 2024
New York, NY

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Attorneys for Defendants

**UNITED STATES DISTRICT COURT
SOUTHER DISTRICT OF NEW YORK**

JUAN POLANCO, on behalf of himself and all
others similarly situated,

Plaintiffs,

-against-

VICTORY AUTO GROUP LLC; SPARTAN
AUTO GROUP LLC; VICTORY MOTORS
LLC; PHILIP ARGYOPOULOS, individually;
DIANE ARGYOPOLOUS, individually; and
SCOTT BONFORTI, individually,

Defendants.

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To: David Sack
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Pursuant to Rule 68 of the Federal Rules of Civil Procedure, Defendants Victory Auto Group LLC, Spartan Auto Group LLC, Victory Motors LLC, Philip Argyopoulos, individually, Diane Argyopolous, individually, and Scott Bonforti, individually, (“Defendants”), hereby make this offer of judgment in favor of Germinal Lantigua (“Plaintiff”), and against Defendants in the above-captioned action in the total sum of Fifteen Thousand Seven Hundred Seventy-One Dollars and Eighty-Six cents (\$15,771.86), payable as follows:

The total sum of Fifteen Thousand Seven Hundred Seventy-One Dollars and Eighty-Six cents (\$15,771.86) is inclusive of reasonable attorney’s fees, costs, and expenses to date of this offer, in full and final settlement of all of Plaintiffs’ claims against Defendant arising out, alleged in, or related to, the facts and transactions alleged in the above-captioned action with Prejudice.

This judgment shall be in full satisfaction of all federal and state law claims or rights that

Plaintiff may have to damages, or any other form of relief, arising out of the alleged acts or omissions of Defendants either past or present, of the Defendants, or in connection with the facts and circumstances that are the subject of this action.

This Offer of Judgment is made for the purposes specified in Rule 68 of the Federal Rules of Civil Procedure and is not to be construed as an admission of liability by any of the Defendants, or any owner, employee, representative, or agent of any of the Defendant.

Acceptance of this Offer of Judgment will act to release and discharge Defendants, their respective successors, or assigns, in their respective capacity as such, from any and all claims that were or could have been alleged by Plaintiff in the above-referenced action. Acceptance of this Offer of Judgment also will operate to waive Plaintiffs' rights to any claim for interest on the amount of the judgment.

In order for Plaintiffs to accept this offer, Plaintiff must serve written notice of acceptance upon Defendants within fourteen (14) days after service of this Offer of Judgment. An Offer not accepted within the specified period for acceptance will be deemed withdrawn. Satisfaction of Judgment will be filed upon collection of payment of the judgment amount.

Date: February 28, 2024
New York, NY

STEPHEN D. HANS & ASSOCIATES, PC

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Email: shans@hansassociates.com
Attorneys for Defendants

**UNITED STATES DISTRICT COURT
SOUTHER DISTRICT OF NEW YORK**

JUAN POLANCO, on behalf of himself and all
others similarly situated,

Plaintiffs,

-against-

VICTORY AUTO GROUP LLC; SPARTAN
AUTO GROUP LLC; VICTORY MOTORS
LLC; PHILIP ARGYOPOULOS, individually;
DIANE ARGYOPOLOUS, individually; and
SCOTT BONFORTI, individually,

Defendants.

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To: David Sack
Fitapelli & Schaffer
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New York, NY 10005
Telephone: (212)-300-0714

Pursuant to Rule 68 of the Federal Rules of Civil Procedure, Defendants Victory Auto Group LLC, Spartan Auto Group LLC, Victory Motors LLC, Philip Argyopoulos, individually, Diane Argyopolous, individually, and Scott Bonforti, individually, ("Defendants"), hereby make this offer of judgment in favor of Glennys Pena ("Plaintiff"), and against Defendants in the above-captioned action in the total sum of Twenty-Four Thousand One Hundred Ninety-Eight Dollars and Fifty-three cents (\$24,198.53), payable as follows:

The total sum of Twenty-Four Thousand One Hundred Ninety-Eight Dollars and Fifty-three cents (\$24,198.53) is inclusive of reasonable attorney's fees, costs, and expenses to date of this offer, in full and final settlement of all of Plaintiffs' claims against Defendant arising out, alleged in, or related to, the facts and transactions alleged in the above-captioned action with Prejudice.

This judgment shall be in full satisfaction of all federal and state law claims or rights that Plaintiff may have to damages, or any other form of relief, arising out of the alleged acts or omissions of Defendants either past or present, of the Defendants, or in connection with the facts and circumstances that are the subject of this action.

This Offer of Judgment is made for the purposes specified in Rule 68 of the Federal Rules of Civil Procedure and is not to be construed as an admission of liability by any of the Defendants, or any owner, employee, representative, or agent of any of the Defendant.

Acceptance of this Offer of Judgment will act to release and discharge Defendants, their respective successors, or assigns, in their respective capacity as such, from any and all claims that were or could have been alleged by Plaintiff in the above-referenced action. Acceptance of this Offer of Judgment also will operate to waive Plaintiffs' rights to any claim for interest on the amount of the judgment.

In order for Plaintiffs to accept this offer, Plaintiff must serve written notice of acceptance upon Defendants within fourteen (14) days after service of this Offer of Judgment. An Offer not accepted within the specified period for acceptance will be deemed withdrawn. Satisfaction of Judgment will be filed upon collection of payment of the judgment amount.

Date: February 28, 2024
New York, NY

STEPHEN D. HANS & ASSOCIATES, PC

By: 

Stephen D. Hans, Esq.
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Tel. No.: (718) 275.6700
Email: shans@hansassociates.com
Attorneys for Defendants

**UNITED STATES DISTRICT COURT
SOUTHER DISTRICT OF NEW YORK**

JUAN POLANCO, on behalf of himself and all
others similarly situated,

Plaintiffs,

-against-

VICTORY AUTO GROUP LLC; SPARTAN
AUTO GROUP LLC; VICTORY MOTORS
LLC; PHILIP ARGYOPOULOS, individually;
DIANE ARGYOPOLOUS, individually; and
SCOTT BONFORTI, individually,

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Pursuant to Rule 68 of the Federal Rules of Civil Procedure, Defendants Victory Auto Group LLC, Spartan Auto Group LLC, Victory Motors LLC, Philip Argyopoulos, individually, Diane Argyopolous, individually, and Scott Bonforti, individually, (“Defendants”), hereby make this offer of judgment in favor of Jinelca Mercado (“Plaintiff”), and against Defendants in the above-captioned action in the total sum of Eight Thousand Five Hundred Sixty-One Dollars and Eighty-Six cents (\$8,561.86), payable as follows:

The total sum of Eight Thousand Five Hundred Sixty-One Dollars and Eighty-Six cents (\$8,561.86) is inclusive of reasonable attorney’s fees, costs, and expenses to date of this offer, in full and final settlement of all of Plaintiffs’ claims against Defendant arising out, alleged in, or related to, the facts and transactions alleged in the above-captioned action with Prejudice.

This judgment shall be in full satisfaction of all federal and state law claims or rights that

Plaintiff may have to damages, or any other form of relief, arising out of the alleged acts or omissions of Defendants either past or present, of the Defendants, or in connection with the facts and circumstances that are the subject of this action.

This Offer of Judgment is made for the purposes specified in Rule 68 of the Federal Rules of Civil Procedure and is not to be construed as an admission of liability by any of the Defendants, or any owner, employee, representative, or agent of any of the Defendant.

Acceptance of this Offer of Judgment will act to release and discharge Defendants, their respective successors, or assigns, in their respective capacity as such, from any and all claims that were or could have been alleged by Plaintiff in the above-referenced action. Acceptance of this Offer of Judgment also will operate to waive Plaintiffs' rights to any claim for interest on the amount of the judgment.

In order for Plaintiffs to accept this offer, Plaintiff must serve written notice of acceptance upon Defendants within fourteen (14) days after service of this Offer of Judgment. An Offer not accepted within the specified period for acceptance will be deemed withdrawn. Satisfaction of Judgment will be filed upon collection of payment of the judgment amount.

Date: February 28, 2024
New York, NY

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